

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT	Swain, J.
DOCUMENT	
ELECTRONICALLY FILED	
DOC #	
FILED	2-24-2015

TYRONE PICKENS,

Plaintiff,

**STIPULATION AND
ORDER OF DISMISSAL**

-against-

14 Civ. 6563 (LTS) (DCF)

CITY OF NEW YORK, et al.,

Defendants.

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

Copies mailed/faxed to
Chambers of Judge Swain

Mr Pickens

M 2-24-2015

2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the

Stipulation of Settlement executed by the parties in this matter, *which is attached hereto and incorporated herein by reference.*

Dated: New York, New York
1/14, 2015

TYRONE PICKENS
Cape Vincent Correctional Facility, 36560
State Route 12E, PO Box 739
Cape Vincent, New York 13618-0599

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
100 Church Street, 3rd Floor
New York, New York 10007

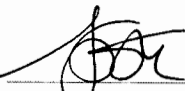
By: 

Tyrone Pickens
Plaintiff Pro Se

By: 

Brian J. Farrar
Senior Counsel

SO ORDERED:



HON. LAURA T. SWAIN
UNITED STATES DISTRICT JUDGE *enc*

Dated: February 24, 2015

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
TYRONE PICKENS,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

14 Civ. 6563 (LTS) (DCF)

CITY OF NEW YORK, et al.,

Defendants.
----- X

WHEREAS, plaintiff commenced this action by filing a complaint on or about August 14, 2014, alleging that the defendants City of New York, Correction Officer A. Young, Shield #12344, Correction Officer N. Moreno, Shield #17190, Correction Officer D. Downes, Shield #15444, Correction Officer L. Wilson, Shield #18753, and Correction Officer John Doe, Shield #18375, violated plaintiff's federal civil rights; and

WHEREAS, defendant City has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendant City of New York and all the individually-named defendants who waived service in this action, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Tyrone Pickens the sum of One Thousand (\$1,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendant City of New York, and all the individually-named defendants who waived service in this action, namely, Correction Officer A. Young, Shield #12344, Correction Officer N. Moreno, Shield #17190, Correction Officer D. Downes, Shield #15444, Correction Officer L. Wilson, Shield #18753, and Correction Officer John Doe, Shield #18375, and to release the defendant and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the

United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendant City of New York and all the individually-named defendants who waived service in this action, regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
1/14, 2015

TYRONE PICKENS
Plaintiff Pro Se
Cape Vincent Correctional Facility, 36560
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ZACHARY W. CARTER
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